

## APPENDIX A

## Acknowledgment of Confidentiality—WC Docket Nos. 05-337, 10-90

I hereby acknowledge that I have received and read a copy of the foregoing Second Supplemental Protective Order in the above-captioned proceedings. If I am seeking access to Licensed Materials, I also acknowledge that I have received a read a copy of the attached Restricted CQBAT License (the "Licensing Agreement"), and I understand it. If I am seeking access to the Code File, I acknowledge that I have received and read a copy of the attached Non-Disclosure Agreement for Source Code, and I understand it.

I agree that I am bound by the Second Supplemental Protective Order and by one or both of the Licensing Agreement and/or Non-Disclosure Agreement for Source Code, as appropriate, and that I shall not disclose or use Protected Materials except as allowed by the Second Supplemental Protective Order and the Licensing Agreement and/or Non-Disclosure Agreement for Source Code.

I acknowledge that a violation of the Second Supplemental Protective Order is a violation of an order of the Federal Communications Commission.

I acknowledge specifically that my access to any information obtained as a result of the Second Supplemental Protective Order and the Licensing Agreement and/or Non-Disclosure Agreement for Source Code is due solely to my capacity as a party or representative of a party to this proceeding or as a person described in paragraph 10 of the foregoing Second Supplemental Protective Order and agree that I shall not use such information in any other capacity.

I acknowledge that it is my obligation to ensure that Protected Materials are not accessed or used except as specifically permitted by the terms of the Second Supplemental Protective Order and the Licensing Agreement and/or Non-Disclosure Agreement for Source Code, as appropriate.

I certify that I have verified that there are in place procedures at my firm or office to prevent unauthorized access to or disclosure of Protected Materials.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Second Supplemental Protective Order.

**I hereby request the following access to Licensed Materials (select none or one):**

☒ Reports Only Access      ☐ Full User Access      ☐ System Evaluator Access.

**I hereby request access to the Code File:**      ☐ Yes      ☒ No.

Executed this 20<sup>th</sup> day of June, 2012

Rodney Thiemann

[Name]

[Position]

[Address]

[Telephone]

Rodney Thiemann  
Director of Regulatory Finance  
1600 Great Plains Centre, Blair, NE 68008  
402-456-6433

6.7. Governing Law. This Licensing Agreement shall be governed by and construed in accordance with Federal law.

6.8. Entire Agreement. This Licensing Agreement, the Second Supplemental Protective Order, and the Non-Disclosure Agreement for Source Code (if it is executed) constitute the Parties' entire understanding with regard to the matters herein, and there are no other understandings, either written or unwritten, with regard to such matters. Any terms on either Party's web site, product schedule, or contained in any "shrinkwrap" or "clickwrap" agreement shall not have force or effect if the provision conflicts with the terms of this Licensing Agreement. The Licensing Agreement may not be modified, amended, canceled or waived, in whole or in part, except by a written instrument signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Licensing Agreement by their duly authorized representatives effective as of the date first set forth above.

COSTQUEST:

CostQuest Associates, Inc.

By: \_\_\_\_\_  
Jim Stegeman, President

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